

City and County of San Francisco
 Office of Contract Administration
 Purchasing Department
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685



Contract Modification 3

Ductile Iron Gate Valves and Tapping Sleeves

Ferguson Enterprises Inc.
 dba Groeniger & Company
 Scott Silverthorn
 27750 Industrial Blvd.
 Hayward, CA 94540-3629
 E-mail: ssilverthorn@groeniger.com

Date: January 20, 2015
 Buyer Name: Howard Tevelson
 Term contract: 76051
 City Blanket No. BPSF00003817
 Type: Indefinite quantity
 Not-to-exceed amount: \$ 1,000,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	05-01-11	04-30-14	\$1,000,000	
1	01-01-12	04-30-14	1,000,000	Assignment & Assumption to Ferguson Enterprises Inc. dba Groeniger & Company, revised company information and no adjustment to the NTE amount.
2	05-01-14	04-30-15	1,000,000	Changes the PPI to be used in the Contract and updates Terms and Conditions
3	05-01-15	04-30-16	1,000,000	Extend the term of the Contract and updates the Terms and Conditions.

This modification 3 changes the contract as follows:

- 1) Extends the term of the Contract for one (1) year and updates the Terms and Conditions (See attachment A)

All other prices and terms and conditions remain the same.

Approved by the City: *Jaci Fong* *KDF/AL/15* Date 1/22/15
 for Jaci Fong, Director of OCA
 Approved by Contractor: *Scott Silverthorn* Date 1-23-15
 Signature
 Name and title Scott Silverthorn Municipal Sales

General Condition 60 Earned Income Credit (EIC) forms is hereby deleted in its entirety and replaced with the following:

60. Consideration Of Criminal History in Hiring and Employment Decisions

A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.

C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 60(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.